

Keokuk Co.

PPME #2003 (Roads)

7/1/2005 6/30/2007

AGREEMENT

between

**KEOKUK COUNTY, IOWA SECONDARY ROAD
DEPARTMENT**

and

**PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES
LOCAL 2003
IUPAT, AFL-CIO**

July 1, 2005 to June 30, 2007

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AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2005, by and between KEOKUK COUNTY, IOWA SECONDARY ROAD DEPARTMENT, hereinafter referred to as the "Employer", and PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES LOCAL NO 2003, INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES, AFL-CIO, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974 and as amended to date.

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for all of the Keokuk County Secondary Road Department regular full-time employees, excluding County Engineer, First Assistant to the Engineer, Secretary, Maintenance Superintendent, and all other employees of Keokuk County excluded under Section 4 of the Act. Reference is made to Iowa Public Employment Relations Board Case No. 2570.

ARTICLE 2 EMPLOYER RIGHTS

Except as abridged by a written portion of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provisions, statutes, ordinance, charter, or special act, the exclusive power, duty, and right, including but not limited to: plan, direct, and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency, discipline, suspend, or discharge employees for just cause; to develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; require overtime work; determine employee qualifications; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment, or facilities; determine and implement methods, means, assignments, and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public Employer by law.

ARTICLE 3 GRIEVANCE PROCEDURE AND ARBITRATION.

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation, application, or interpretation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Informal: An employee shall discuss a complaint or problem orally with his/her immediate supervisor or his designated representative within five (5) working days following its occurrence in an effort to resolve the problem in an informal manner.

Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or Union shall present a grievance in writing to the immediate supervisor within five (5) working days following the oral discussion. A copy of the grievance shall be forwarded to the County Engineer. Said written grievance shall state the specific clause and section of the Agreement allegedly violated, and shall also be dated and state the remedy requested. Within five (5) working days after this Step 1 meeting, the Employer will answer the grievance in writing.

Step 2. If the Employer's answer in Step 1 fails to resolve the grievance, the aggrieved employee and/or Union shall refer the grievance to the County Engineer within five (5) working days of the receipt of the Step 1 answer. Following a meeting with the aggrieved employee and the County Engineer, the County Engineer shall answer the grievance in writing within five (5) working days.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within thirty (30) calendar days after the date of the County Engineer's answer given in Step 2.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive thirty (30) days prior to the date on which the grievance was first presented in written form, as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it may automatically be referred to Step 2.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list, with the Union striking the first name.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be shared equally between Employer and Union. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, ignore, nullify, alter, detract from or add to the provisions of the Agreement. The arbitrator's decision will be final and binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

ARTICLE 4 SENIORITY

Seniority means an employee's length of continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis.

A new employee shall serve a probationary period not to exceed six (6) months. If the Union and Employer agree, the probationary period can be extended for any period up to a maximum of three (3) months. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment.

The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement within thirty (30) days after its execution. When the working force is to be reduced, the employee with the least seniority in the job classification affected shall be the first laid off. The employee removed from the job classification can then replace any junior employee in the unit, if qualified to perform the work. The junior employee replaced can then bump the junior employee in the entire unit, if qualified to perform the work. If not qualified, the removed employee will be laid off. If the junior employee is replaced, said junior employee will then be laid off. No permanent employee shall be laid off until all temporary and part-time employees are removed. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available. Probationary employees have no recall rights.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record.

An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged for just cause.

- (c) Giving false reason for obtaining leave of absence.
- (d) Two (2) consecutive workdays of absence without notice to the Employer.
- (e) Failure to report for work at the end of leave of absence.
- (f) Failure to report to work within five (5) working days after receiving notice to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records.
- (g) Seniority rights will be forfeited after the continuous period of layoff or absence from work exceeds twelve (12) months or seniority at time of layoff, whichever is lesser.
- (h) Employee retires.

It is the employee's responsibility to keep the Employer informed of his/her current address and telephone number.

An employee promoted out of the bargaining unit and still employed by the Secondary Road Department will maintain his/her seniority as it was as of departure date from unit.

Should more than one (1) employee have the same seniority date, the employee with the lowest last four (4) digits in his/her Social Security number shall have the most seniority.

ARTICLE 5 UNPAID LEAVE OF ABSENCE

An employee may be granted a leave of absence without pay by the County Engineer. Request for such leave and the reason(s) for such shall be made in writing to the County Engineer. At least forty-eight (48) hours advance notice prior to the leave commencement request must be given. Said forty-eight (48) hour advance notice can be waived in emergency situations with the Engineer's approval.

An employee granted an unpaid leave of absence will not receive payment for, nor accrue, paid holidays, seniority, vacation time and pay, sick leave, or any other paid leaves during the period of such unpaid leave.

Premiums for Group Health Insurance normally paid by the Employer will be paid by the employee after the first thirty (30) consecutive days of the approved leave of absence, if the employee elects to continue coverage. If applicable, health insurance premiums will be paid in accordance with the Family and Medical Leave Act.

If a probationary employee is granted a leave of absence, the probationary period will be extended for the length of said leave.

Upon return from leave of absence, the employee shall return to his/her former job if physically qualified, or to another position in accordance with seniority, qualifications, and ability as determined by the County Engineer.

ARTICLE 6
SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 7
HOLIDAYS

An employee (including a probationary employee who has completed forty-five (45) days of service), is eligible to qualify for the following ten (10) recognized paid holidays:

New Year's Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Day after Thanksgiving Day
Memorial Day	Veteran's Day	Christmas Day
Employee's Birthday	Floating Holiday	

An employee may request the Employee's Birthday Floating Holiday by making such request to the Engineer or his/her immediate supervisor as early as possible but not later than the day prior to the requested leave time. Said Employee's Birthday Floating Holiday will be treated as vacation leave in terms of how it is taken.

President's Day (Washington's Birthday) will be celebrated on the Monday in which Washington's Birthday is celebrated.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday. Vacation time, funeral leave, excused paid sick leave, and paid personal leave count as time worked.

A recognized paid holiday is to be paid for at eight (8) times the employee's straight time hourly wage rate.

A recognized paid holiday occurring on Saturday shall be observed on the Friday preceding. A recognized paid holiday occurring on Sunday shall be observed on the following Monday.

Employees who are scheduled to work on any of the recognized holidays enumerated in this Article shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate for all hours worked, plus the paid holiday at the straight time hourly rate.

An employee shall be entitled to an additional vacation day when a holiday occurs during their time off work due to a vacation.

ARTICLE 8 VACATION

Vacation time and pay as of the employee's anniversary date will be as follows: an employee is eligible to receive one (1) week paid vacation after one (1) year of continuous full-time employment. After two (2) years of continuous full-time employment, an employee is eligible to receive two (2) weeks paid vacation. After eight (8) years of continuous full-time employment, an employee is eligible to receive three (3) weeks paid vacation. After fifteen (15) years of continuous full-time employment, an employee is eligible to receive four (4) weeks paid vacation. Only regular full-time employees are eligible for vacation time and pay. Vacation is earned on a monthly (1/12) basis.

Employees will be notified in January of each year as to what vacation they have earned.

The Employer shall determine the number of employees in each job classification that may be on vacation at any one time and seniority preference will be recognized where practical.

Upon resignation or termination from County service, an employee shall be paid for all unused vacation left at the time of termination.

Vacation pay will be paid upon the employee's normal forty (40) hours straight time pay. Vacation must be earned before it will be granted.

Before any vacation can be taken, it must have been approved by the County Engineer or his/her immediate supervisor. Thirty (30) days advance notice must be given to the Engineer for vacation requests of one (1) week or more, unless the Engineer or his/her immediate supervisor agrees otherwise on an individual basis. The County Engineer will notify the employee within seven (7) calendar days if the request is approved or denied after receiving the vacation request. Except in the case of an emergency, an employee who requests vacation time of less than one (1) week should make such request to the Engineer or his/her immediate supervisor as early as possible but not later than the day prior to the requested leave time.

An employee shall be entitled to an additional vacation day when a recognized paid holiday falls during his/her time off work due to vacation.

Present employees who are now earning more vacation than they would be eligible for under the above schedule will earn vacation at their present rate until they are eligible for a higher rate on the schedule.

Employment time for calculation will be based on continuous employment. A person will be considered continuously employed until he/she has been absent long enough to miss one (1) paycheck. Breaks for military service will be considered continuous employment.

An individual may accumulate vacation up to a limit of two (2) times the number of days he/she earns in one (1) year. Any accumulation above this point will be forfeited.

Earned vacation can be taken in no less than one-half (1/2) day increments.

Using ninety (90) day periods, if an employee does not use any sick leave, the employee will be credited with four (4) additional hours of earned vacation time.

ARTICLE 9 SICK LEAVE

A regular full-time employee is allowed sick leave with pay for absences due to illness. Sick leave accrues at the rate of one and one-quarter (1 1/4) workday with pay for each completed month of service and may accumulate to a maximum of one hundred twenty (120) days. Sick leave will not be paid in advance but must be earned prior to the date of the illness. Payment of accrued sick leave benefits will begin on the first day of absence. A sick leave day will be paid for at eight (8) hours straight time. Sick leave can be used in hourly increments for doctor, dental, or optical appointments that cannot be scheduled outside the normal workday.

To be eligible for sick leave payment, an employee shall notify the Engineer or his/her immediate supervisor that he/she will be absent for reasons of illness and its expected duration as soon as possible, but in any event no later than the starting time of the employee's workday, unless the personal illness or injury occurs while at work. The Employer reserves the right to require a physician's certification for any absence due to sickness. The Employer shall so notify the employee by 10:00 a.m. on the day for which sick leave is taken by telephoning said employee at his/her residence. The cost of obtaining a physician's certification, if such certification is required by the Employer pursuant to this section, shall be borne by the Employer.

An employee can use up to five (5) separate occasions of sick leave during the contract year without a physician's certification. The Employer shall require a physician's certification for any additional sick leave during the contract year and the expense of this certification shall be borne by the Employee.

Excessive use of sick leave, extended durations of sick leave, unreported absences, and unverified absences may be regarded as evidence that your health is not suitable for work in the County environment and may lead to dismissal. Misrepresentation in connection with sick leave privileges will result in denial of benefits, disciplinary action, or dismissal.

Sick leave can be earned but not taken during the probationary period.

To earn sick leave, an employee must work at least one-half (1/2) the workdays within a month.

Workers Compensation Coverage. Each employee shall be covered by Workers Compensation coverage. This shall cover an employee's personal illness or injury incurred while on the job. If an employee so elects to use such sick leave, in any period for which an employee is receiving Workers Compensation benefits, the County shall pay to such employee the amount by which such weekly compensation is exceeded by the amount which such employee would have been entitled to receive as gross pay for the same period as sick leave under this contract, if the injury or illness had not been compensable. During the statutory waiting period, an employee may choose to use sick leave to the extent it is available. Any amounts paid to an employee under this section shall be chargeable against the employee's sick leave.

ARTICLE 10 HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work or pay per day or days of work or pay per week. Determination of the daily and weekly hours of work shall be made by the Employer. The normal workday is eight (8) hours, excluding one-half (1/2) hour of unpaid time for lunch, and the normal workweek is forty (40) hours, excluding unpaid lunch times.

The Employer shall grant, with pay, one (1) fifteen (15) minute paid rest period near the middle of the first half of the shift, and one (1) fifteen (15) minute paid rest period near the middle of the second half of the shift.

The employee has the option of receiving time off or payment for all overtime hours worked at the rate of time and one-half (1 1/2). Such hours off work shall be at the employee's option, subject to the prior approval of the County Engineer and his/her immediate supervisor. The employee has the option of receiving payment of banked overtime hours at the end of the current calendar year. Unused compensatory time can never accumulate to more than eighty (80) hours, at any one time.

Overtime shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of forty (40) hours in any workweek or for hours worked in excess of eight (8) hours per day. Any overtime work must be authorized by the County Engineer or his/her immediate supervisor before it will be paid for.

Compensated time such as sick leave, holidays, vacation, personal business leave, funeral leave and jury duty leave will count as time worked for the purpose of computing overtime.

An employee called back from home to work after working their regular shift will be guaranteed two (2) hours of work or pay.

The assignment of overtime work shall be distributed as equally as possible, with the employee normally assigned the duties that require overtime work being the first called. The provision need not apply if an employee has been absent from work the full day before overtime is required due to sick leave, personal leave day, or unpaid leave.

In no event will temporary, part-time, or non-bargaining unit employees be called back to work before offering the overtime/emergency work to all regular full time employees.

Training and travel time is hours worked. Any hours over eight (8) hours is paid at one and one-half (1 1/2) times the employees regular hourly rate. The employee will be paid if required to use his/her own vehicle in accordance with Article 26 of this agreement. The County will reimburse all Employer authorized expenses, such as motel and meals.

ARTICLE 11 PAY PERIOD

Payday will be once every two (2) weeks.

ARTICLE 12 FUNERAL LEAVE

For a death in the employee's immediate family (employee's father, mother, child or spouse), scheduled workdays missed from the day of death through and including the day after the funeral will be paid for at eight (8) hours straight time for each day. Two (2) work days off with pay, the day of the funeral and the day before or after the funeral at the employee's election, will be paid in the event the employee's sister, brother, grandparent, grandchild, brother-in-law, sister-in-law, mother-in-law or father-in-law passes away.

Only scheduled workdays will be paid for. No payment will be made during layoff or leave of absence. The employee must attend the funeral to qualify for funeral leave pay, unless under a doctor's care and unable to do so.

Time off without pay will be allowed an employee to attend a funeral outside the employee's list of relatives in this Article, and earned vacation can be used.

Only full-time employees who have completed their probationary period are eligible for paid funeral leave.

To receive pay for funeral leave, prior approval must be obtained from the County Engineer or Maintenance Superintendent.

Employees shall be granted one (1) day of paid absence for service as a pallbearer.

Employees who are veterans shall be granted eight (8) hours per year paid absence for duty as a Military Honor Guard.

ARTICLE 13

UNIT WORK

Supervisors and non-bargaining unit employees can perform unit work for purposes of instruction, demonstration, training, resolving operational difficulties, and in emergency situations.

ARTICLE 14

SAFETY GLASSES/SAFETY SHOES

If safety glasses are required by the Employer, the Employer will furnish said glasses. The Employer will select the supplier of the glasses. Any request by an employee for modification in the safety glasses, such as prescription, tinted glass, etc., requiring additional expense in the purchase of safety glasses, such expense shall be borne by the employee. In the case of damaged or broken glasses, or change in prescription, glasses are to be turned in to the Employer before a new pair will be issued.

If any employee needs to reorder new safety prescription glasses at any time due to breakage or damage from welding or eye change, the County will pay fifty (\$50.00) per year toward the purchase. This account may be allowed to accumulate up to a maximum of one hundred (\$100.00) dollars. If a new examination is needed, the employee will pay this cost.

It is highly desirable for employees to wear OSHA approved safety shoes. The Employer will participate toward the cost of the shoes in the amount of fifty (\$50.00) dollars per year. This account may be allowed to accumulate up to a maximum of one hundred (\$100.00) dollars.

The employee must bring in the purchase slip and some certification that the shoes are OSHA approved safety shoes.

ARTICLE 15

GROUP HOSPITALIZATION INSURANCE

The single coverage monthly insurance premium is paid by the Employer for each regular full-time employee. Unless the employee is on leave of absence and/or has gone beyond paid sick leave, the employee will then have to write a check payable to the County for the full amount of coverage and send the check to the Auditor's office, Accounting Department, to continue coverage. If they wish to discontinue coverage, the Accounting Department requires a signed statement by the individual asking that they be taken off and it must be dated. If a regular full-time employee desires dependent coverage, the employee pays the premium for said coverage. The parties agree that the employee's contribution toward the monthly dependent coverage premium will be \$125 per month.

Effective 7/1/06, the employee's contribution toward the monthly dependent premium will be one hundred fifty dollars (\$150.00) per month.

When a new employee starts working, eligibility for group hospitalization insurance shall be in conformance to the Employer's current insurance carrier's policies and guidelines.

Upon termination, an employee must notify the Employer at least seven (7) days before the end of the last pay period, to discontinue insurance coverage as of the first of the following month.

After marriage, if an employee desires the family plan, he/she is required to convert coverage to a family plan within thirty (30) days. Each new employee must sign up for insurance or sign a refusal card. This insurance is not automatically given to each new employee.

The Employer reserves the right to select the insurance carrier. The coverage levels and benefits will be substantially comparable to those in effect on July 1, 2004, provided the Plan is available. If the Plan is not available for the July 1, 2006-June 30, 2007 contract year, wages and insurance will be reopened for negotiation.

An employee must work at least fifteen (15) days in a month to qualify for the Employer's payment of the single coverage premium, except when the employee is off work on paid sick leave, Workers Compensation, vacation, jury duty, FMLA leave or annual military leave.

On or before January 31st each year, the Employer shall provide the Union with information indicating the amount of the Employer's self-funded insurance balances as of December 31st of the preceding year.

Sick Leave Conversion

Upon retirement with at least 15 years of service and qualifying for IPERS benefits, including disability retirement or death, employees shall receive credit for all unused sick leave as follows:

Twenty-five percent (25%) of an employee's accumulated unused sick leave shall be converted at his/her current hourly pay rate and credited to an employee's account for the purpose of paying the cost of the monthly premiums of a health insurance and/or life insurance policy until the employee's account is exhausted. An employee may also elect to credit this account with earned vacation and accumulated comp time due to the employee at the time of separation.

Upon written authority from or upon the death of an active employee, the spouse shall be entitled to the value of the sick leave account as converted in the previous paragraph for the purpose of paying the cost of monthly premiums of a health insurance and/or life insurance policy for the employee's spouse or dependents.

Life Insurance. \$5,000 for employee, A D & D is double indemnity for a total of Life and A D & D of \$10,000. Employer pays the premium for employee coverage.

Dental Insurance. Effective July 1, 1991, the Employer will pay all of the single coverage premium out of the Insurance Fund. The Employer will select Delta Plan I or be self-insured, whichever is less costly. Orthodontic coverage will be included.

If the cash reserve in the Insurance Fund exceeds \$340,000 family dental coverage will be paid out of the Fund. Orthodontic coverage will be included, and the Employer may select Delta Plan I or be self-insurance, whichever is less costly. If the cash reserve drops below \$300,000, the employee will pay for the family coverage.

ARTICLE 16
MILITARY LEAVE

A regular full-time employee may be granted a military leave of absence in accordance with Section 29.A28 of the Code of Iowa.

ARTICLE 17
JURY DUTY

A regular full-time employee who has completed his/her probationary period and is required to serve as a juror shall receive wages. If jury duty is performed, it will be paid for on the basis of eight (8) hours straight time pay. In order to receive payment for such duty, the employee must submit certification of service and assign all fees, except mileage, meals, and parking received for such duty to the Employer. The employee shall report for work if released from jury duty by 12:00 Noon of any workday.

ARTICLE 18
IMPASSE PROCEDURE

The Employer and the Union shall utilize the procedure outlined in Chapter 20 of the Code of Iowa, specifically Sections 20.19, 20.20, 20.21 and 20.22.

Two employees elected to the Union bargaining team shall be released without loss of pay during the normal workday to attend meetings mutually scheduled by the Employer and Union for collective bargaining negotiation sessions, mediation, fact-finding, and interest arbitration.

ARTICLE 19
RULES

The Employer may, from time to time, develop, put into effect, and enforce rules through employee discipline. Said rules will be sent to the Union thirty (30) days prior to their effective date.

ARTICLE 20
PERSONAL LEAVE

Personal leave of up to two (2) days per year will be granted to an employee for use in conducting business which must be conducted during normal working hours. This time may also be used for sick leave without a doctor's certificate, or for funeral leave not covered by this Agreement. This time may not be used as vacation time.

To be granted personal leave, the employee must contact his or her immediate supervisor and state the approximate nature of the business to be conducted.

No more than two (2) employees can be gone from work at the same time. An employee requesting personal leave should notify the Engineer or his/her immediate supervisor as early as possible but not later than the day prior to the requested leave time. Said day is not cumulative from one contract year to the next.

ARTICLE 21
VISITATION

The Business Representative of the Union who has been previously identified by the Union to the County Engineer will be permitted to visit the jobs or shops to ascertain that the Agreement is being complied with. Said Union representative is not to interfere with the Employer's operation.

ARTICLE 22
BULLETIN BOARDS

Upon approval of the County Engineer, the Union shall be permitted to post official Union notices on bulletin boards in County shops. Said notice(s) must be signed by the Union representative, or his previously designated representative of Local Union No. 2003. Notices will not contain derogatory or political matter.

ARTICLE 23
STEWARD

In an Employer-employee meeting which is investigative and could result in employee discipline, or the Steward is present at meeting(s) in the informal Step 1 or Step 2 of the grievance procedure, the employee will not suffer any lost time during working hours for the time involved.

An employee may request the presence of a Steward to participate in an Employer-employee meeting, and at the informal, Step 1 or Step 2 of the grievance procedure. The Steward will not suffer any lost time during working hours for the time involved.

ARTICLE 24
MILEAGE REIMBURSEMENT

An employee shall be paid whatever Keokuk County stipulates per mile for all Employer required use of the employee's personal vehicle. At least twenty-five cents (\$.25) per mile will be allowed.

ARTICLE 25
JOB CLASSIFICATIONS & STRAIGHT TIME HOURLY WAGE RATES

Reference is made here to Exhibit A, Job Classifications and Straight Time Hourly Wage Rates. By this reference, said Exhibit A becomes a part of this Agreement.

ARTICLE 26
LONGEVITY PAY

Longevity pay will be granted as follows:

<u>After Completion of</u>	<u>Per Hour Pay</u>
Five (5) years of service	\$.05
Ten (10) years of service	\$.10
Fifteen (15) years of service	\$.15
Twenty (20) years of service	\$.20
Twenty-five (25) years of service	\$.25

ARTICLE 27
DUES CHECKOFF

Upon receipt of a lawfully executed, written authorization from an employee which may be revoked in writing at any time upon thirty (30) days written notice to the County and the Union, the Employer agrees to deduct the regular monthly dues from the employee's pay, the amount of dues designated by the Union, and remit such deduction by the end of the current month to the official designated by the Union in writing to receive such deduction. The Employer shall provide a list of individuals with the amount of their dues for each month dues are remitted to the Union. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

ARTICLE 28
JOB CLASSIFICATION OPENINGS

No permanent vacancy or newly created job classification in the bargaining unit shall be filled by hire or promotion until such vacancy has been posted for a period of five (5) working days, plus written notice to the unit employees, and present employees have had the opportunity to apply for such position and have their written application considered. The Employer will indicate on the job opening the minimum qualifications and experience required. Qualified applicants outside the unit may be considered by the Employer after said five (5) working days. In determining the successful applicant, the employee with the greatest seniority shall be given the opportunity to fill the vacancy

when such openings occur, provided they have the qualifications to perform the work required and have bid upon the position.

ARTICLE 29

FIRE CALL

Volunteer Fire Department employees that are called out to a fire are paid for time lost during working hours.

ARTICLE 30

PHYSICAL EXAMINATIONS

If the Employer requires a physical examination, the Employer will pay for said examination. The results of this examination will be in a confidential report to the County Engineer.

ARTICLE 31

SAFETY/HEALTH COMMITTEE

A Safety/Health Committee will be established to make recommendations and suggestions to the County Engineer concerning on-the-job safety and health matters. The Committee will consist of two (2) members elected from the bargaining unit and two (2) persons appointed by the Employer. The Committee will meet at least every three (3) months. The meeting will occur during the normal workday and the employee will be paid for loss of time. The Employer Committee member will determine the date, location, starting and stopping time for each meeting. Any Committee recommendations and suggestions will be given serious consideration by the Employer.

ARTICLE 32

DURATION

THIS AGREEMENT shall be effective from July 1, 2005 and shall continue to remain in full force and effect until its expiration on June 30, 2007.

During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement, or any other subjects not specifically set forth in this Agreement.

Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party before November 15, 2006. This Agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received.

Signed this 28th day of February, 2005.

EMPLOYER

SECONDARY ROAD DEPARTMENT
KEOKUK COUNTY, IOWA

By [Signature]
County Engineer

By [Signature]
Chairman, County
Board of Supervisors

Acknowledged by:

[Signature]
Employer Representative
Von Bokern Associates, Inc.

UNION

PUBLIC, PROFESSIONAL & MAINTENANCE
EMPLOYEES LOCAL UNION NO. 2003
INTERNATIONAL UNION OF PAINTERS
& ALLIED TRADES, AFL-CIO

By [Signature]
Employee Representative

By [Signature]
Employee Representative

By [Signature]
Business Representative

2-22-05

EXHIBIT A

JOB CLASSIFICATIONS & STRAIGHT TIME HOURLY WAGE RATES

<u>Job Classification</u>	<u>Effective</u> <u>7-1-05</u>	<u>7-1-06</u>
General Working Foreman	\$16.01	\$16.56
Working General Foreman		
Bridge Working Foreman		
Shop Working Foreman	\$16.01	\$16.56
Mechanic	\$15.46	\$16.01
Equipment Operator	\$15.36	\$15.91
Patrol Operator		
Dozer Operator		
Dragline Operator		
Backhoe Operator		
Brush Cutter		
Utility Worker	\$15.06	\$15.61
Bridge Laborer I		
Bridge Laborer II		
Signman I		
Signman II		
Truck Driver		
Engineering Technician I	\$15.06	\$15.61
Rodman-Draftsman		
Inspector I		
Engineering Technician II	\$15.36	\$15.91
Inspector II		
Engineering Technician III	\$16.01	\$16.56
Inspector III		
Engineering Technician IV	\$16.50	\$17.05
Survey Chief		

Newly hired employees start at fifty cents (\$.50) per hour below the above referred to applicable rate. After completion of six (6) months of employment the employee will be paid the job classification rate.

Licensed Pesticide Applicator

A licensed employee who performs spraying duties will receive a twenty five cent (\$.25) per hour differential. No more than five* (5) employees will be eligible for the twenty five cents (\$.25).

*The parties have agreed that because there are currently six (6) employees who are licensed, the 6th employee will be grandfathered in and will be eligible for the differential. However, should one of the current six (6) employees who are licensed leave or wish not to be assigned spraying duties, the maximum number will revert to five (5).